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the same rights as to return of premiums, including liens on securities with the state treasurer, as other policy holders.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. §§ 86-88; Dec. Dig. § 63.\* 7 Va.-W. Va. Enc. Dig. 793.]

Appeal from Circuit Court of City of Richmond.

Ancillary proceeding by Joseph Button, Commissioner of Insurance, and others, against the American Union Fire Insurance Company, a foreign insolvent company. From the decree. Charles Johnson, general receiver of the company, appeals; cross-error being assigned. Amended and affirmed.

*Kelly & Coulbourn*, of Richmond, for appellant.

*John B. Minor*, of Richmond, and *J. Winston Read*, of Newport News, for appellees.

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WESTERN UNION TELEGRAPH CO. *v.* BOLLING.

Jan. 11, 1917.

[91 S. E. 154.]

**1. Commerce (§ 28\*)—Telegrams.**—The transmission of intelligence by wire is "commerce."

[Ed. Note.—For other cases, see Commerce, Cent. Dig. § 22; Dec. Dig. 28.\* 7 Va.-W. Va. Enc. Dig. § 872.

For other definitions, see Words and Phrases, First and Second Series, Commerce.]

**2. Commerce (§ 28\*)—"Interstate Commerce"—Telegram.**—The transmission of a telegram between two points within the state over a line which passes out of the state and requires relaying the message outside of the state is "interstate commerce."

[Ed. Note.—For other cases, see Commerce, Cent. Dig. § 22; Dec. Dig. § 28.\* 7 Va.-W. Va. Enc. Dig. 874.

For other definitions, see Words and Phrases, First and Second Series, Interstate Commerce.]

**3. Commerce (§ 8\*)—Regulation—Telegraph Companies—State Statutes.**—Congress, by the act to regulate commerce (Act Feb. 4, 1887, c. 104, § 1, 24 Stat. 379, as amended June 18, 1910 (Act June 18, 1910, c. 309, § 7, 36 Stat. 544 [U. S. Comp. St. 1913, § 8563]), which provides that telegraph companies engaged in interstate commerce shall be deemed common carriers, and § 15 of which requires such companies to file with the Interstate Commerce Commission the rates of charges and authorizes the commission to determine what shall be just and reasonable rates and what regulations or practices are fair and reasonable, occupied the field of regulating interstate

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

commerce by telegraph, and a provision of a contract limiting the liability of the company for an interstate message, which has not been disapproved by the commission, is binding and prevents recovery of the statutory penalty for error in transmitting which causes delay in delivery, imposed by Code 1904, § 1294h, cls. 5 and 6.

[Ed. Note.—For other cases, see Commerce, Cent. Dig. § 5; Dec. Dig. § 8.\* 7 Va.-W. Va. Enc. Dig. 873.]

Error to Corporation Court of Newport News.

Action by L. J. Bolling against the Western Union Telegraph Company. Judgment for the plaintiff, and defendant brings error. Reversed and remanded for new trial.

*Hughes, Little & Seawell*, of Norfolk, for plaintiff in error.

*J. W. Read*, of Newport News, for defendant in error.

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WESTERN UNION TELEGRAPH CO. *v.* MAHONE.

Jan. 11, 1917.

[91 S. E. 157.]

**Commerce (§ 28\*)**—"Interstate Commerce"—**Telegram**.—The transmission of a telegram between two points within the state by relaying it through points outside the state is "interstate commerce," though by handling the message oftener it could have been transmitted without leaving the state.

[Ed. Note.—For other cases, see Commerce, Cent. Dig. § 22; Dec. Dig. § 28.\* 7 Va.-W. Va. Enc. Dig. 874.

For other definitions, see Words and Phrases, First and Second Series, Interstate Commerce.]

Error to Law and Chancery Court of City of Norfolk.

Action by William Mahone, Jr., against the Western Union Telegraph Company. Judgment for plaintiff, and defendant brings error. Reversed and remanded for a new trial.

*Hughes, Little & Seawell*, of Norfolk, and *Albert T. Benedict* and *Francis Raymond Stark*, both of New York City, for plaintiff in error.

*L. B. Way* and *E. A. Bilisoly*, both of Norfolk, for defendant in error.

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.